

## IRREVOCABLE LETTER OF CREDIT

ISSUING BANK (the "Bank") :

LETTER OF CREDIT NO. :

ISSUED DATE :

EXPIRATION DATE :

APPLICANT :

BENEFICIARY :      **LOUISIANA DEPARTMENT OF LABOR  
OFFICE OF WORKERS' COMPENSATION ADMINISTRATION  
1001 N. 23rd STREET  
BATON ROUGE, LOUISIANA 70802**

Gentlemen:

A.     We (the "Bank") hereby establish in favor of the Louisiana Department of Labor, Office of Workers' Compensation Administration (the "Beneficiary"), this Irrevocable Letter of Credit No. \_\_\_\_\_, for an amount not to exceed in the aggregate \_\_\_\_\_ (U.S) Dollars, effective immediately, available by your draft(s) payable at sight and in the form of and to be accompanied by the following:

- (1)     Your sight draft(s) drawn on us must be marked "Drawn under Irrevocable Letter of Credit No. \_\_\_\_\_, and dated \_\_\_\_\_", signed by an officer of the Beneficiary.
- (2)     A notarized statement signed by the Director of the Office of Workers' Compensation Administration certifying that the Applicant is in default due to its failure to pay workers' compensation benefits, has filed for bankruptcy, or has failed to renew this Irrevocable Letter of Credit, or substitute acceptable securities for workers' compensation benefits within thirty (30) days prior to the expiration hereof, and that the Beneficiary is entitled to draw against the Irrevocable Letter of Credit by reason of such default in the amount of such drawing.

B.     This Irrevocable Letter of Credit is presentable and payable at our office at \_\_\_\_\_, on or before the expiration date provided herein, and expires at the close of business on the expiration date.

C.     The term "Beneficiary" includes any successor by operation of law of the named Beneficiary, including, without limitation, any liquidator, rehabilitator, receiver, or conservator.

D.     Partial draws are permitted under this Irrevocable Letter of Credit, and it is expressly provided herein that there may be more than a single drawing on this Irrevocable Letter of Credit, so long as the sum of the amounts drawn does not exceed the full amount of the Irrevocable Letter of Credit. Any partial drawing will reduce pro tanto the remaining aggregate balance available to be drawn.

E. This Irrevocable Letter of Credit shall be automatically extended without amendment for one (1) year from the expiration date, or a future expiration date, unless ninety (90) days prior to any expiration date we notify you by registered mail that we elect not to renew this Irrevocable Letter of Credit for an such additional period. In the event we decline to renew this Irrevocable Letter of Credit, you may draw hereunder on or prior to the then relevant expiration date, up to the full amount then available hereunder, against your sight draft(s) on us, bearing the number of this Irrevocable Letter of Credit.

F. This Irrevocable Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended or amplified by reference to any note, document, instrument or agreement referred to herein or in which this Irrevocable Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to be incorporated herein by reference to any note, document or agreement.

G. This Irrevocable Letter of Credit is governed by, and shall be interpreted in accordance with, the laws of the State of Louisiana, including particularly, but not exclusively, the provision of Title 10, Section 5-101, et seq., of the Louisiana Revised Statutes, and the Uniform Customs and Practice for Documentary Credits, ICC Publication No. 590. In the event of a conflict between the laws of Louisiana and the Uniform Customs and Practice for Documentary Credits, the laws of Louisiana will control. If this Irrevocable Letter of Credit expires during and interruption of business as described in Article 3.14 of said ICC Publication No. 590, then the last day for presentation is automatically extended to the day occurring thirty (30) calendar days after the place for presentation re-opens for business, unless the standby otherwise provides. The issuer, in anticipation of closure of the place of presentation may authorize another reasonable place for presentation by notifying beneficiary in the standby or communication no fewer than thirty (30) calendar days before the last day for presentation. If the communication is received less than thirty (30) calendar days before the last day for presentation and for that reason presentation is not timely made, the last day for presentation is automatically extended to the day occurring thirty (30) calendar days after the last day for presentation.

Yours truly,

\_\_\_\_\_  
(Name of Issuing Bank)

\_\_\_\_\_  
(Duly Authorized Signature)

Received by:

\_\_\_\_\_  
(Date)

**Office of Workers' Compensation Administration**

By: \_\_\_\_\_

\_\_\_\_\_  
(Date)